

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ace Cash Express, Inc.		10/05/2006	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Bear Stearns Corporate Lending Inc., as Administrative Agent		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	2959183	A	
Registration Number:	3096100	A	
Registration Number:	1806389	A A C E	
Registration Number:	3016970	A AMERICA'S CASH EXPRESS	
Registration Number:	1831546	A A C E AMERICA'S CASH EXPRESS	
Registration Number:	3088169	A MEMBER	
Serial Number:	76615593	ACE EXPRESS REWARDS	
Registration Number:	2155964	ACE	
Registration Number:	2929489	ACE CASH ADVANCE	
Registration Number:	3051382	ACE CASH EXPRESS	
Serial Number:	76612067	AMERICA'S CASH ADVANCE	
Registration Number:	3016969	AMERICA'S CASH EXPRESS	
Registration Number:	1846958	CASH IN ON OUR CONVENIENCE	
Registration Number:	1831538	CASH IN ON OUR CONVENIENCE	

OP \$465.00 2959183

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TRADEMARK
REEL: 003410 FRAME: 0340

Registration Number:	2108173	CASH IN ON OUR CONVENIENCE
Registration Number:	2318222	CASH IS OUR MIDDLE NAME
Registration Number:	3114588	IT'S YOUR MONEY . . . WHY WAIT?
Registration Number:	1498007	NATIONAL CHECK CASHES\$

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7609

Email: ksolomon@stblaw.com

Correspondent Name: Kirstie Howard, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	009350/0309
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	10/17/2006

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of October 5, 2006 is made by ACE CASH EXPRESS, INC., a Texas corporation (the "Borrower"), in favor of BEAR STEARNS CORPORATE LENDING INC., a Delaware corporation, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of October 5, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ACE ACQUISITION CORP., a Delaware corporation, the Borrower, the Lenders, the Agent, and BEAR STEARNS & CO, INC., as sole lead arranger and sole bookrunner.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of October 5, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without

limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 5 day of October, 2006.

ACE CASH EXPRESS, INC.
as Borrower

By: 
Name: Walter E. Evans
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

BEAR STEARNS CORPORATE LENDING, INC.,
as Administrative Agent

By: 
Name: Richard Bram Smith
Title: Vice President

009350-0309-10476-NY01.2599851

TRADEMARK
REEL: 003410 FRAME: 0345

SCHEDULE A**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
A AND DESIGN	2,959,183
A AND DESIGN	3,096,100
A A C E AND DESIGN	1,806,389
A AMERICA'S CASH EXPRESS AND DESIGN	3,016,970
A A C E AMERICA'S CASH EXPRESS AND DESIGN	1,831,546
A MEMBER AND DESIGN	3,088,169
ACE EXPRESS REWARDS	76/615,593
ACE	2,155,964
ACE CASH ADVANCE	2,929,489
ACE CASH EXPRESS	3,051,382
AMERICA'S CASH ADVANCE	76/612,067
AMERICA'S CASH EXPRESS	3,016,969
CASH IN ON OUR CONVENIENCE	1,846,958
CASH IN ON OUR CONVENIENCE	1,831,538
CASH IN ON OUR CONVENIENCE	2,108,173
CASH IS OUR MIDDLE NAME	2,318,222
IT'S YOUR MONEY. WHY WAIT?	3,114,588
NATIONAL CHECK CASHES\$ AND DESIGN	1,498,007

009350-0309-10476-NY01.2599851